that the mere retention of a right of entry, 8 Columbia Law Rev. 142; *Craig* v. *Summers* (1891) 47 Minn. 189, 49 N. W. 742; *contra, Essex Lunch* v. *Boston Lunch Co.* (1918) 229 Mass. 557, 118 N. E. 899; *Davis v. Vidal* (1912) 105 Tex. 444, 151 S. W. 290, or the reservation of rent at an increased rate, *Taylor* v. *Marshall* (1912) 255 Ill. 545, 99 N. E. 638; *contra, Dunlap* v. *Bullard* (1881) 131 Mass. 161, or the insertion of new conditions, see *Woodhull* v. *Rosenthall* (1875) 61 N. Y. 382, 391 *et seq.; Craig* v. *Summers, supra,* 191 *et seq.,* does not constitute a reversion sufficient to prevent privity of estate between the owner and the transferee of the lessee. Since nothing less than a portion of the term itself will amount to a reversion, *Weander* v. *Claussen Brewing Ass'n.* (1906) 42 Wash. 226, 84 Pac. 735, it follows that the instant case is well decided.

LANDLORD AND TENANT—HOLDING OVER—STATUTE OF FRAUDS.—The defendant, a lessee under a written lease for one year, continued to occupy the premises and pay rent after the expiration of the lease. The lessor, having given notice, sought to dispossess the defendant, claiming a tenancy from month to month had been created under New York Consol. Laws c. 50 (Laws of 1909 c. 52, amended Laws of 1918 c. 303) § 232, providing that an agreement for the occupation of real estate shall create a tenancy from month to month unless the duration is specified in writing. *Held,* the transaction was not within the statute and a tenancy from year to year was created. *Souhami* v. *Brownstone* (App. Div. 2nd Dept. 1919) 177 N. Y. Supp. 726.

It is well established that a lessor may elect to bring ejectment against a tenant who holds over, *Kuhn* v. *Smith* (1899) 125 Cal. 615, 58 Pac. 204; *Gladwell* v. *Holcomb* (1899) 60 Ohio St. 427, 54 N. E. 473; but *cf. Bowling* v. *Ewing* (1821) 10 Ky. *616, or to treat him as tenant for a new term. *Mason* v. *Wierengo's Estate* (1897)) 113 Mich. 151, 71 N. W. 489; *Haynes* v. *Aldrich* (1892) 133 N. Y. 287, 31 N. E. 94; but see *Ibbs* v. *Richardson* (1839) 9 Ad. & E. 849. Where the original lease is for less than a year the new term is on the same conditions and of the same duration as the old one, unless agreed otherwise. *Bollenbacker* v. *Fritts* (1884) 98 Ind. 50; *Waterman* v. *LeSage* (1910) 146 Wis. 97, 124 N. W. 1041. If the original lease is for a year or more the tenancy created is from year to year. *Streit* v. *Fay* (1907) 230 Ill. 319, 82 N. E. 648. The English courts and some American jurisdictions hold that the implied contract for the new term may be rebutted by showing a lack of intention on the part of the lessee to hold over. *Gray* v. *Bompas* (1862) 103 E. C. L. *520; *Edwards* v. *Hale* (1864) 91 Mass. 462. But by the weight of authority in this country an obligation is imposed on the lessee regardless of his intent. *Conway* v. *Starkweather* (N. Y. 1845) 1 Denio 113; *Haynes* v. *Aldrich, supra; Mason* v. *Wierengo's Estate, supra; cf. Herter* v. *Mullin* (1899) 159 N. Y. 28, 53 N. E. 700. The statute under consideration, being a form of statute of frauds, *Berkowitz* v. *Iorizzo* (1919) 106 Misc. 489, 174 N. Y. Supp. 719, would be a good defense to agreements implied in fact, *Chase* v. *Second Ave. R. R.* (1884) 97 N. Y. 384 (*semble*), but not to obligations imposed by law. *Rayl* v. *Rayl* (1897) 58 Kan. 585, 50 Pac. 501; *Ray* v. *Honeycutt* (1896) 119 N. C. 510; 26 S. E. 127. Since in New York the obligation of the lessee is imposed by law, the statute in question would seem to have no effect in the instant case. But *cf. Withnell* v. *Petzold* (1891) 104 Mo. 409.